



Town of Knightdale
I-540 Interchange Maintenance
Specifications

Section 1: Performance Specifications

1. **Contract Purpose:** This agreement is for general maintenance and mowing of the I-540 interchange with Knightdale Blvd. as described in section 2.
2. **Contractor Qualifications:** Due to the requirements of this agreement and the high visibility of the locations, the Town is seeking a contractor with training, expertise, and experience with interstate right-of-way work, landscape maintenance, turf management, pesticide certifications, traffic control and NCDOT roadway safety qualifications.
 - a. The contractor shall be qualified to maintain roadway areas as identified including mowing, plantings, chemical applications, and traffic control.
 - b. The contractor or contractor's representative shall maintain a North Carolina Pesticide applications license with a minimum of two years' experience.
 - c. The contractor or contractor's representative shall be licensed and certified as a plant professional or landscape technician.
3. **Contract Term:** This agreement shall remain in effect for a period of ten calendar months from April 1, 2016 to January 30, 2017.
4. **Extension of Contract:** The Town reserves the right to extend this contract annually through a written amendment. Extensions of this contract may be approved annually for three additional consecutive twelve-month terms if contractor has met all requirements to the Town's satisfaction and funding is appropriated. Adjustments in the annual contract amount shall be negotiated at the time of extension.
5. **Cancellation of Contract:** Either party, upon a 60 day written notice, may cancel this contract.
6. **Insurance:** The contractor is required to have general liability insurance coverage not less than \$2 million and workers' compensation coverage for all employees, workers, and other contractors participating in the work.
7. **Pre-bid Meeting:** An optional pre-bid meeting will be held March 23, 2016, at 2:00pm, at Knightdale Town Hall, Council Chamber Room.

8. Subletting of Contract: The contractor shall not sublet, sell, assign, or otherwise dispose of the contract or any portion thereof; or of the right title or interest therein without consent of the Town.
9. Subcontracting: The contractor may contract with individually qualified contractors for specific task performance. All subcontractors shall meet the requirements of this agreement including licensing, certifications, and insurance and must be approved by the Town prior to work performance. The contractor shall submit with their bid package, a list of subcontractors to be used along with copies of such subcontractors' licenses and proof of insurance (if applicable).
10. Traffic Control and Safety: The contractor shall strictly abide by all OSHA safety regulations and traffic control requirements as identified and approved by NCDOT and the Town of Knightdale. Approved traffic controls and safety shall be observed at all times. Appropriate personnel shall be certified for traffic control as required by NCDOT for all operations. All personnel are required to wear class II safety vests while working on the property. Any work requiring the alteration of traffic movements requires a traffic control plan submitted to the Town Representative prior to the work. Approval of said traffic control plan must be obtained prior to implementation. At no time shall the contractor cross I-540 (other than via the Knightdale Boulevard overpass) for any reason. Access to each interchange quadrant is restricted to Knightdale Blvd. or from the associated exit or entry ramps only. Failure to follow traffic safety restrictions shall be ground for immediate work stoppage and/or contract termination.
11. Meetings/Reports: The contractor shall submit, at the time of invoice, a monthly report of equipment, material, and labor expended. This report shall include material description and quantities, labor classification and hours, and equipment description of hours.
12. Basis of Payment: The Town shall pay the installments, invoiced on the 1st of the month following completion of work in the previous month. The Town shall verify and approve completed services prior to payment of invoices. All payments shall be mailed to the contractor.

Additional Work not included in the agreement shall be approved by the Town Representative under a separate purchase order prior to performing the work.

Section 2: Property Description

1. Property Description: The property WORK SITE is identified as the intersection of I-540 and Knightdale Boulevard. The property includes the four quadrants of the intersection,

exit ramps, entry ramps, main traffic lanes on Knightdale Boulevard and shoulders of the main-line traffic lanes on I-540. The limits of the WORK SITE extend approximately 300 feet North and South beyond the exit and entry ramps to I-540, approximately 100 feet East and West beyond the traffic signals on Knightdale Boulevard, 20 feet behind all guardrails and 30 feet on the other shoulders, slopes, and drainage ditches. No work shall be done within the median of I-540 or within 15 feet of main-line shoulders because NCDOT will be responsible for such areas.

Section 3: Scope of Work

1. Scope of Services:

- a. **Mowing & Trimming:** Mowing of all quadrants, shoulders, ditches, and slopes where not landscaped with mulch, planting beds or other plantings. Quadrants, shoulders, ditches, and slopes shall be mowed to a height not greater than 3 inches. Areas behind guardrails shall be cut, trimmed, or mowed to a height not greater than 5 inches. The contractor shall weed and maintain areas behind guardrails and planting beds with appropriate equipment and/or labor. Areas not accessible with mowing equipment shall be hand worked or completed by other approved methods. The contractor shall remove and properly dispose of all trash, litter, cuttings, and other waste and debris prior to each mowing. Litter and debris in all other included areas shall be removed during each site visit.

2016/2017 Mowing and Trimming Schedule	
March	1 cutting
April	1 cutting
May	2 cuttings (1 st -15 th /20-30 th)
June	2 cuttings (1 st -15 th /20-30 th)
July	2 cuttings (1 st -15 th /20-30 th)
August	2 cuttings (1 st -15 th /20-30 th)
September	1 cutting
October	1 cutting
November	1 cutting

- b. **Planting Beds & Mulched Areas:** Planting Beds and other areas with mulch ground cover shall be cleared of weeds and unwanted growth monthly during the mowing schedule. Weeding of beds and other areas shall be accomplished by hand, approved pesticide or both.
- c. **Trees & Shrubs:** Trees and shrubs in the WORK SITE shall be inspected for damage and health (disease & insects) quarterly. Pruning and shaping of all trees

and shrubs in the WORK SITE shall be completed once in April and once in October.

- d. Damage to Plantings: Damage to any plantings or other improvements that require replacement shall be immediately reported to the Town Representative. Damage to plantings or improvements by the contractor shall be repaired or replaced at the contractor's expense.
- e. Extra Work: No work performed outside of this contract shall be paid without prior written approval from the Town and a separate purchase order.
- f. Improvements: The Town may, at its discretion, contract with the contractor or perform with its own forces improvements or other work to the property. The Town shall identify and coordinate said improvements with the Contractor.

Section 4: Bid Packages

- 1. Bid Packages: Bid packages shall include the following information to be considered responsive:
 - a. Signed Invitation to Bidders
 - b. Licensure as specified in Section 1; Paragraph 2
 - c. Proof of insurance as required in Section 1; Paragraph 6
 - d. Listing of Subcontractors with copies of licenses and proof of insurance appropriate to task performed (if applicable)
 - e. Non-Collusion Affidavit
 - f. Completed Iran Divestment Act Certification
 - g. Bidder's Proposal

NON-COLLUSION AFFIDAVIT

State of North Carolina
Town of Knightdale

I _____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____,
the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all
pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives,
employees, or parties of interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a
collusive or sham bid in connection with the contract for which the attached bid has been
submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with any
other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or
to fix any overhead profit or cost element of the bid price of any other bidder or to secure through
collusion conspiracy, connivance or unlawful agreement any advantage against the Town of
Knightdale or any person interested in the proposed contract; and
5. The price or price quoted in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its
agents, representatives, owners, employees, or parties in interest. Including this affiant.

AFFIANT

Name: _____
Title: _____

Subscribed and sworn before me,
This _____ day of _____, 20____

Notary Public
My commission expires _____